



County of Los Angeles
CHIEF ADMINISTRATIVE OFFICE

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(213) 974-1101
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DAVID E. JANSSEN
Chief Administrative Officer

December 7, 2004

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**CONTRACT WITH HINDERLITER, DE LLAMAS, & ASSOCIATES FOR
SALES AND USE TAX DATA ANALYSIS SERVICES
(ALL DISTRICTS) (3-VOTES)**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and instruct the Chairman to sign the contract for sales and use tax data analysis services with Hinderliter, de Llamas and Associates (HdL) for a period of nineteen (19) months with two one-year renewal options on a "No Fee" basis, effective upon Board of Supervisors approval or on December 7, 2004, whichever occurs later.
2. Adopt the attached resolution authorizing HdL to receive and review sales and use tax records from the State Board of Equalization (SBE).

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended contract is to allow HdL continued access to County sales and use tax data for the purposes of analysis and development of regional reports. HdL will utilize this file to provide the County with quarterly regional sales and use tax reports as described in the contract at no cost to the County, a "No Fee" agreement.

Contractor access to County sales and use tax records can only be authorized by your Board of Supervisors through a resolution to the SBE which names the authorized contractor who meets predetermined conditions.

Board of Supervisors
GLORIA MOLINA
First District

YVONNE B. BURKE
Second District

ZEV YAROSLAVSKY
Third District

DON KNABE
Fourth District

MICHAEL D. ANTONOVICH
Fifth District

Implementation of Strategic Plan Goals:

This contract relates to the County Strategic Plan, Goal 4, Fiscal Responsibility by strengthening the County's fiscal capacity by providing an opportunity to obtain quarterly regional sales and use tax reports that can be utilized by the County in projecting local sales and use tax revenues.

FISCAL IMPACT/FINANCING

None. HdL will utilize the County's sales and use tax data to provide regional sales and use tax data reports and analysis to the County at no cost to the County, a "No Fee" Contract.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The County has previously contracted with HdL to perform sales and use tax auditing services. Recently, the County solicited competitive proposals for this service and another firm, MBIA MuniServices, was selected by your Board to receive this contract. However, HdL has indicated that they desire continued access to County sales and use tax data in order to develop regional sales and use tax reports which will be provided to the County at no cost.

The required data analysis services are highly technical and specialized and the County does not have the expertise, informational data bases, and available staff to perform the required services.

CONTRACTING PROCESS

Due to the fact that services will be provided on a "No Fee" basis by HdL in return for access to the County's sales and use tax data, we are requesting this contract be awarded on a sole source basis. The Contract has been reviewed and approved as to form by County Counsel.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

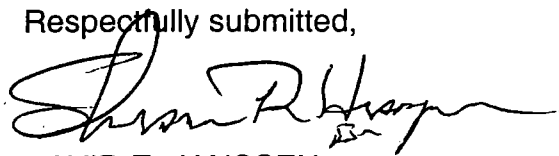
No impact.

Honorable Board of Supervisors
December 7, 2004
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CONCLUSION

Upon Board approval of the contract and resolution, please return three adopted stamped copies of the Resolution and two original signed Contracts to the Chief Administrative Officer.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "David E. Janssen", with a stylized flourish at the end.

DAVID E. JANSSEN
Chief Administrative Officer

DEJ: DL:SK
ES:AB:ljp

Attachments (4)

c: Executive Officer, Board of Supervisors
County Counsel
Auditor-Controller

hinterliter.bl

RESOLUTION NO. _____

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE
COUNTY OF LOS ANGELES
AUTHORIZING EXAMINATION OF SALES AND
USE TAX RECORDS

WHEREAS, pursuant to Ordinance, the County of Los Angeles ("County") entered into a contract with the State Board of Equalization ("Board") to perform all functions incident to the administration and collection of local sales and use taxes; and

WHEREAS, the Board of Supervisors of the County of Los Angeles deems it desirable and necessary for authorized representatives of the County to examine confidential sales and use tax records of the State Board of Equalization, pertaining to sales and use taxes collected by the Board for the County pursuant to that contract; and

WHEREAS, Section 7056 of the California Revenue and Taxation Code sets forth certain requirements and conditions for the disclosure of Board records, and establishes criminal penalties for the unlawful disclosure of information contained in, or derived from, the sales and use tax records of the Board:

NOW, THEREFORE, THE BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES HEREBY RESOLVES AS FOLLOWS:

Section 1. That the Chief Administrative Officer, or other officer or employee of the County designated in writing by the County Chief Administrative Officer to the Board is hereby appointed to represent the County of Los Angeles with authority to examine sales and use tax records of the Board pertaining to sales and use taxes collected for the County by the Board pursuant to the contract between the County and the Board.

Section 2. That Hinderliter, de Llamas & Associates (HdL) is hereby authorized to examine the sales and use tax records of the Board pertaining to sales and use taxes collected for the County by the Board. The information obtained by examination of Board records shall be used only for purposes related to the collection of County sales and use Taxes by the Board pursuant to that contract and for purposes related to other governmental functions of the County, including economic analysis and growth decision making reports developed from the sales and use tax data. These sales and use tax records should include those back records from March 28, 2004 forward. The Board of Supervisors of the County of Los Angeles hereby certifies as follows:

- (a) HdL has an existing contract with the County to examine sales and use tax records.
- (b) HdL is required by that contract not to disclose information contained in, or derived from, those sales and use tax records to any person other than the officer or employee authorized under Section 1 of this resolution to examine the information.
- (c) HdL is prohibited by that contract from performing consulting services for a retailer during the term of that contract; and
- (d) HdL is prohibited by that contract from retaining the information contained in, or derived from those sales and use tax records, after that contract has expired.

This resolution is in addition to the resolution adopted by the Board of Supervisors on the 3rd day of June, 2003 authorizing MBIA MuniServices (MBIA) to receive and review sales and use tax data from the State Board of Equalization for purposes of sales and use tax auditing services.

The foregoing resolution was adopted on the _____ day of _____, 2004, by the Board of Supervisors of the County of Los Angeles and ex officio the governing body of all other special assessment and taxing districts, agencies and authorities for which said Board so acts.

VIOLET VARONA-LUKENS
Executive Officer-Clerk of the Board of
Supervisors of the County of Los Angeles

By _____
Deputy

APPROVED AS TO FORM
BY: COUNTY COUNSEL

RAYMOND G. FORTNER

By 
Thomas M. Tyrrell, Principal Deputy

I, _____, Executive Officer/Clerk of the Board of Supervisors of the County of Los Angeles, California, DO HEREBY CERTIFY that the foregoing resolution was duly introduced, approved and adopted by the Board of Supervisors of the County of Los Angeles, at a regular meeting of said Board held on the _____ day of _____, 2004, by the following roll call vote:

AYES:

NOES:

ABSENT:

(S) _____
County Clerk



CONTRACT

BETWEEN

COUNTY OF LOS ANGELES

AND

HINDERLITER, DE LLAMAS, & ASSOCIATES

FOR

SALES & USE TAX DATA ANALYSIS SERVICES

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**CONTRACT BETWEEN
COUNTY OF LOS ANGELES
AND
HINDERLITER, DE LLAMAS & ASSOCIATES
FOR
SALES AND USE TAX DATA ANALYSIS SERVICES**

This Contract and Exhibits made and entered into this _____ day of _____, 2004 by and between the County of Los Angeles, referred to as County and Hinderliter, de Llamas & Associates (HdL), referred to as Contractor. HdL is located at 1340 Valley Vista Drive, Suite 200, Diamond Bar, Ca 91765.

RECITALS

WHEREAS, the County desires to contract with private businesses for Sales and Use Tax Data Analysis Services when certain requirements are met; and

WHEREAS, the Contractor is a private firm with special expertise in Sales and Use Tax Auditing and Data Analysis services beyond the capacities of County staff and contracting for use of such services is contemplated in state law: and

WHEREAS, the County desires the combination of report preparation and data analysis necessary to effectively monitor its sales tax base in concert with region and to make economic growth projections; and

WHEREAS, the contractor is willing to provide such services to County on a "No Fee" arrangement; and

WHEREAS, the Contract is authorized pursuant to California Government Code Section 31000 and subject to the provisions of the Los Angeles County Charter; and

WHEREAS, the County will provide the California State Board of Equalization a resolution authorizing Contractor access to the County's State Board of Equalization sales and use tax data to conduct the above requested services; and

NOW THEREFORE, in consideration of the mutual covenants in this Contract, and for good and valuable consideration, the parties agree to the following:

1.0 APPLICABLE DOCUMENTS

Exhibits A, B, C, D, E, F, and G are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the Contract and then to the Exhibits according to the following priority:

- 1.1 EXHIBIT A Statement of Work
- 1.2 EXHIBIT B Contractor Employee Acknowledgement, Confidentiality, & Copyright Assignment Agreement
- 1.3 EXHIBIT C Contractor's EEO Certification
- 1.4 EXHIBIT D County's Administration
- 1.5 EXHIBIT E Contractor's Administration
- 1.6 EXHIBIT F Jury Service Ordinance
- 1.7 EXHIBIT G Safely Surrendered Baby Law

This Contract and the Exhibits constitute the complete and exclusive statement of understanding between the parties, and supersedes all previous Contracts, written and oral, and all communications between the parties relating to the subject matter of this Contract. No change to this Contract shall be valid unless prepared pursuant to Sub-paragraph 8.3 - Change Notices and Amendments and signed by both parties.

2.0 DEFINITIONS

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

- 2.1 **Contract:** This Contract executed between County and Contractor. It sets forth the terms and conditions for the issuance and performance of the Statement of Work, Exhibit A.
- 2.2 **Contractor:** Hinderliter, de Llamas & Associates, a California Corporation with an office at 1340 Valley Vista Drive, Suite 200, Diamond Bar, Ca 91765 has entered

into a Contract with the County to perform or execute the work covered by the Statement of Work.

- 2.3 County Contract Director:** Person designated by the County to provide overall management of operations under this Contract.
- 2.4 County Contract Manager:** Person designated by the County's Contract Director responsible for the day to day administration of this Contract.
- 2.5 Contractor Contract Manager:** The individual designated by the Contractor to manage the Contract operations and act as liason for the Contractor after the Contract award.
- 2.6 Sales Tax:** Imposed upon retailers for the privilege of selling tangible personal property at retail.
- 2.7 Use Tax:** Imposed upon the storage, use or other consumption in this state of tangible personal property purchased from a retailer. Use tax applies to purchases shipped from an out-of-state point to a California consumer.
- 2.8 Point of Sale:** The place of the sale or purchase of tangible personal property where the property is physically located at the time the act constituting the sale or purchase takes place.
- 2.9 Geocoding:** A process of determining and coding where street addresses fall within governmental boundaries.
- 2.10 Day(s):** Calendar day(s) unless otherwise specified.
- 2.11 Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.

3.0 WORK

- 3.1** Pursuant to the provisions of this Contract, the Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth in the *Statement of Work, Exhibit A*.
- 3.2** If the Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, the same shall be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor shall have no claim whatsoever against the County.

4.0 TERM OF CONTRACT

- 4.1** The term of this Contract shall be nineteen (19) months effective upon Board of Supervisors approval or on December 7, 2004, whichever occurs later, unless sooner terminated or extended, in whole or in part, as provided in this Contract.

- 4.2 The County Contract Director and the Contractor Contract Manager are authorized to extend this agreement for up to two additional one-year periods beyond the nineteen (19) month term by a written contract or amendment executed by each. Each such option year shall be exercised individually.

5.0 CONTRACT SUM

Contractor shall utilize the County's State Board of Equalization sales and use tax data and provide regional sales and use tax data reports and analysis at no cost to the County, a "No Fee" Contract.

6.0 ADMINISTRATION OF CONTRACT - COUNTY

A listing of all County Administration referenced in the following Sub-paragraphs are designated in *Exhibit D*. The County shall notify the Contractor in writing of any change in the names or addresses shown.

6.1 County's Contract Director

Responsibilities of the County's Contract Director include:

- ensuring that the objectives of this Contract are met;
- making changes in the terms and conditions of this Contract in accordance with Sub-paragraph 8.3, Change Notices and Amendments; and
- Providing direction to Contractor in the areas relating to County policy, information requirements, and procedural requirements.

6.2 County's Contract Manager

Responsibilities of the County's Contract Manager include:

- inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of Contractor; and
- Overseeing the day to day administration of this contract.

7.0 ADMINISTRATION OF CONTRACT – CONTRACTOR

7.1 Contractor's Contract Manager

- 7.1.1 Contractor's Contract Manager is designated in *Exhibit E*. The Contractor shall notify the County in writing of any change in the name or address of the Contractor's Contract Manager. Changes of Contract Manager must also be transmitted in writing to the County Contract Manager within five (5) business days of such a change. Replacement of the Contract

Manager is subject to the written approval of the County Contract Manager.

- 7.1.2 Contractor's Contract Manager is designated by the Contractor to manage the Contract operations and shall be responsible for Contractor's day-to-day activities as related to this Contract. He or she shall have overall responsibility for the performance of Contractor's activities under this contract and shall be authorized to act for and bind the Contractor in all matters relating to the administrative aspects of this contract, including amendments. The Contract Manager should have, at a minimum, five (5) years of Sales & Use Tax auditing experience and three (3) years experience working with the State Board of Equalization. Contractor's Contract Manager shall coordinate with County's Contract Manager or his designee on a regular basis. The Contractor's Contract Manager and/or alternate shall be reasonably available during normal work hours, 8:00 a.m. to 5:00 p.m., Monday through Friday, for telephone contacts and meetings.

7.2 Approval and Sufficiency of Contractor's Staff

County has the absolute right to approve or disapprove all of Contractor's staff performing work hereunder and any proposed changes in Contractor's staff, including Contractor's Contract Manager. Contractor shall provide County with a resume of each proposed initial staff member and proposed substitute and an opportunity to interview such person before they perform any work under this Agreement. Contractor shall supply sufficient staff to discharge its responsibilities under this Agreement in a timely and efficient manner. In the event Contractor should ever need to remove any staff from performing services under this Agreement, Contractor shall provide County with adequate notice and work on a mutually agreeable transition plan so as to provide an acceptable replacement and ensure project continuity. Contractor staff shall have qualifications equivalent to those set forth in *Exhibit A- Statement of Work*, or as mutually agreed to by Contractor and County's Contract Manager.

7.3 Contractor's Staff Identification

- 7.3.1 Contractor shall provide all staff, who routinely carry out Contract duties at a County facility, a photo identification badge in accordance with County specifications. Specifications may change at the discretion of the County and Contractor will be provided new specifications as required. The format

and content of the badge is subject to the County's approval prior to the Contractor implementing the use of the badge. Contractor staff, when entering a County facility or its grounds, shall prominently display the photo identification badge on the upper part of the body.

7.3.2 Contractor shall notify the County within one business day when staff is terminated from working on this Contract. Contractor is responsible to retrieve and immediately destroy the staff's County photo identification badge at the time of removal from the County Contract.

7.3.3 If County requests the removal of Contractor's staff, Contractor is responsible to retrieve and immediately destroy the Contractor's staff's County photo identification badge at the time of removal from working on the Contract.

7.4 Background and Security Investigations

7.4.1 At any time prior to or during the term of this Contract, the County may require that all Contractor staff performing work under this Contract undergo and pass, to the satisfaction of County, a background investigation, as a condition of beginning and continuing to work under this Contract. County shall use its discretion in the method of background clearance to be used, up to and including a County performed fingerprint security clearance. The fees associated with obtaining the background information shall be at the expense of the Contractor, regardless if the Contractor's staff passes or fails the background clearance investigation.

7.4.2 County may request that Contractor's staff be immediately removed from working on the County Contract at any time during the term of the Contract. County will not provide to Contractor or to Contractor's staff any information obtained through the County conducted background clearance.

7.4.3 County, at its sole discretion, may deny or terminate facility access to Contractor's staff who do not pass such investigation(s) to the satisfaction of the County.

7.4.4 Disqualification, if any, of Contractor staff, pursuant to Sub-paragraph 7.4, shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract

7.5 Confidentiality

7.5.1 The Contractor shall maintain the confidentiality of all records, and specifically the County's State Board of Equalization sales and use tax data, obtained from the County under this Contract and resolution, in accordance with all applicable federal, State or local laws, ordinances, regulations and directives relating to confidentiality. Contractor shall make no use of any records obtained from the County under this Contract, which is contrary to applicable federal, State or local laws, ordinances, regulations and directives. The Contractor shall inform all of its officers, employees, and agents providing services hereunder of the confidentiality provisions of this Contract. The Contractor shall cause each employee performing services covered by this Contract to sign and adhere to the *"Contractor Employee Acknowledgment, Confidentiality, and Copyright Assignment", Exhibit B*. The Contractor shall not authorize any person(s) other than Contractor's employees access to the County's State Board of Equalization sales and use tax data.

7.5.2 In conformance with the requirements of California Revenue and Taxation Code Section 7056:

- A. This contract (and the contemporaneous resolution of County's Board of Supervisors) is undertaken to permit Contractor to examine sales and use tax records of the State Board of Equalization provided to County pursuant to contract under the Bradley Burns Uniform Sales and Use Tax Law; and authority.
- B. Contractor covenants that it will not disclose information contained in, or derived from, those sales and use tax records to any person other than the officer or employee of the County who is authorized by resolution to examine the information.
- C. Contractor covenants that it will not perform consulting services for a retailer, as defined in California Revenue and Taxation Code Section 6015, during the term of this Contract.
- D. Contractor covenants that it will not retain the information contained in, or derived from, those sales and use tax records, after this Contract has expired.

7.5.3 Contractor shall be solely liable and responsible, and indemnify, defend and hold harmless County, and its Special Districts, elected and

appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with Contractor's unauthorized dissemination or release of the County's sales and use tax data provided to Contractor by the State Board of Equalization.

8.0

TERMS AND CONDITIONS

8.1 ASSIGNMENT AND DELEGATION

- 8.1.1 The Contractor shall not assign its rights or delegate its duties under this Contract, or both, either in whole or in part. Any unapproved assignment or delegation is null and void and a material breach of this Contract.
- 8.1.2 Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, without the prior written consent of County is a material breach of Contract and may result in the termination of this Contract.

8.2 AUTHORIZATION WARRANTY

The Contractor represents and warrants that the person executing this Contract for the Contractor is an authorized agent who has actual authority to bind the Contractor to each and every term, condition, and obligation of this Contract and that all requirements of the Contractor have been fulfilled to provide such actual authority.

8.3 CHANGE NOTICES AND AMENDMENTS

- 8.3.1 The County reserves the right to initiate Change Notices that do not affect the scope and term. All such changes shall be accomplished with an executed Change Notice signed by the Contractor and by County's Contract Director.
- 8.3.2 Except as provided in Sub-paragraph 8.3.3, for any change which affects the scope of work and term, or any term or condition included under this Contract, an Amendment shall be prepared and executed by the County and Contractor.
- 8.3.3 The County's Board of Supervisors or County Contract Director or designee may require the addition and/or change of certain terms and

conditions in the Contract during the term of this Contract as a matter of policy. The County may add and/or change such provisions as required by the County's Board of Supervisors or County Contract Director. To implement such changes, an Amendment to the Contract shall be prepared and executed by the Contractor and County's Contract Director. Contractor's failure to promptly execute such Amendment is a material breach of this Contract.

- 8.3.4 The County Contract Director and Contractor Contract Manager, may by mutual agreement, authorize extensions of the Contract Term in accordance with Paragraph 4.0 - Term of Contract. The Contractor agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions

8.4 COMPLAINTS

The Contractor shall develop, maintain and operate procedures for receiving, investigating and responding to complaints.

Within fifteen (15) business days after Contract effective date, the Contractor shall provide the County with the Contractor's policy for receiving, investigating and responding to user complaints.

- 8.4.1 The County will review the Contractor's policy and provide the Contractor with approval of said plan or with requested changes.
- 8.4.2 If the County requests changes in the Contractor's policy, the Contractor shall make such changes and resubmit the plan within five (5) business days.
- 8.4.3 If, at any time, the Contractor wishes to change the Contractor's policy, the Contractor shall submit proposed changes to the County for approval before implementation.

The Contractor shall preliminarily investigate all complaints and notify the County's Project Manager of the status of the investigation within five (5) business days of receiving the complaint.

When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.

Copies of all written responses shall be sent to the County's Project Manager within three (3) business days of mailing to the complainant.

8.5 COMPLIANCE WITH APPLICABLE LAW

8.5.1 The Contractor shall comply with all applicable Federal, State, and local laws, rules, regulations, ordinances, and directives, and all provisions required to be included in this Contract are incorporated by reference.

8.5.2 The Contractor shall indemnify and hold harmless the County from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, arising from or related to any violation on the part of the Contractor or its employees, agents, or subcontractors of any such laws, rules, regulations, ordinances, or directives.

8.6 COMPLIANCE WITH CIVIL RIGHTS LAWS

The Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. The Contractor shall comply with *Exhibit C - Contractor's EEO Certification..*

8.7 COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM

8.7.1 Jury Service Program:

This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code. All Sections of the County code referenced in this section are included in this Contract as *Exhibit F - Jury Service Ordinance*.

8.7.2 Written Employee Jury Service Policy.

1. Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code,) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five

days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

2. For purposes of this Sub-paragraph, "Contractor" means a person, partnership, corporation or other entity which has a Contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full time employee of Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program.
3. If Contractor is not required to comply with the Jury Service Program when the Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that Contractor demonstrate to the County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program.
4. Contractor's violation of this Sub-paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar Contractor from the award of future County

contracts for a period of time consistent with the seriousness of the breach.

8.8 CONFLICT OF INTEREST

8.8.1 No County employee whose position with the County enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of the Contractor, who may financially benefit from the performance of work hereunder, shall in any way participate in the County's approval or ongoing evaluation of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.

8.8.2 Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this Sub-paragraph shall be a material breach of this Contract.

8.9 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST

Should the Contractor require additional or replacement personnel after the effective date of this Contract (to perform the services set forth herein) the Contractor shall give first consideration for such employment openings to qualified permanent County employees who are targeted for layoff, or qualified former County employees who are on a re-employment list during the life of this Contract.

8.10 CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS

Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor shall give consideration for any such employment openings to participants, in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program, who meet the Contractor's minimum

qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Contractor. In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

8.11 CONTRACTOR'S RESPONSIBILITY AND DEBARMENT

8.11.1 Responsible Contractor

A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the Contract. It is the County's policy to conduct business only with responsible Contractors.

8.11.2 Chapter 2.202 of the County Code

The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other Contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Contractor from bidding on any County Contracts for a specified period of time not to exceed three (3) years, and terminate any or all existing Contracts the Contractor may have with the County.

8.11.3 Non-responsible Contractor

The County may debar a Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated any term of a Contract with the County, (2) committed any act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a Contract with the County or any other public entity, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

8.11.4 Contractor Hearing Board

If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence that is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor

Hearing Board. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. If the Contractor fails to avail itself of the opportunity to submit evidence to the Contractor Hearing Board, the Contractor may be deemed to have waived all rights of appeal. A record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

8.12 CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used.

8.13 CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO CHILD SUPPORT ENFORCEMENT

The Contractor acknowledges that the County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "L.A.'s Most Wanted: Delinquent Parents" poster in a prominent position at the Contractor's place of business. The County's Child Support Services Department will supply the Contractor with the poster to be used.

8.14 CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

8.14.1 The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through Purchase Order or Contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

8.14.2 As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Contract to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and shall during the term of this Contract maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

8.15 COUNTY'S QUALITY ASSURANCE PLAN

The County or its agent may evaluate the Contractor's performance under this Contract on not less than an annual basis. Such evaluation will include assessing the Contractor's compliance with all Contract terms and conditions and performance standards. Contractor deficiencies which the County determines are severe or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by the County and the Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Contract or impose other penalties as specified in this Contract.

8.16 DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS

8.16.1 Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by Contractor or employees or agents of Contractor. Such repairs shall be

made immediately after Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

8.16.2 If Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by Contractor by cash payment upon demand.

8.17 EMPLOYMENT ELIGIBILITY VERIFICATION

The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by law. The Contractor shall indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

8.18 FACSIMILE REPRESENTATIONS

The County and the Contractor hereby agree to regard facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Change Notices and Amendments prepared pursuant to Sub-paragraph 8.3, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Change Notices and Amendments to this Contract, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

8.19 FAIR LABOR STANDARDS

The Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the County and its

agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by the Contractor's employees for which the County may be found jointly or solely liable.

8.20 GOVERNING LAW, JURISDICTION, AND VENUE

This Contract shall be governed by, and construed in accordance with, the laws of the State of California. The Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Contract and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

8.21 GENERAL INSURANCE REQUIREMENTS

Without limiting Contractor's indemnification of County and during the term of this Agreement, Contractor shall provide and maintain, and shall require all of its sub-contractors to maintain, the following programs of insurance specified in this Agreement. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by County, and such coverage shall be provided and maintained at Contractor's own expense.

8.21.1 Evidence of Insurance: Certificate(s) or other evidence of coverage satisfactory to the County shall be delivered to the County's Contract Manager prior to commencing services under this Contract. Such certificates or other evidence shall:

- Specifically identify this Contract;
- Clearly evidence all coverages required in this Contract;
- Contain the express condition that the County is to be given written notice by mail at least thirty (30) days in advance of cancellation for all policies evidenced on the certificate of insurance;
- Include copies of the additional insured endorsement to the commercial general liability policy, adding the County of Los Angeles, its Special Districts, its officials, officers and employees as insureds for all activities arising from this Contract; and
- Identify any deductibles or self-insured retentions for the County's approval. The County retains the right to require the Contractor to reduce or eliminate such deductibles or self-insured retentions as they apply to the County, or, require the Contractor to provide a

bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

8.21.2 Insurer Financial Ratings: Insurance is to be provided by an insurance company acceptable to the County with an A.M. Best rating of not less than A:VII unless otherwise approved by the County.

8.21.3 Failure to Maintain Coverage: Failure by the Contractor to maintain the required insurance, or to provide evidence of insurance coverage acceptable to the County, shall constitute a material breach of the Contract upon which the County may immediately terminate or suspend this Contract. The County, at its sole option, may obtain damages from the Contractor resulting from said breach. Alternatively, the County may purchase such required insurance coverage, and without further notice to the Contractor, the County may deduct from sums due to the Contractor any premium costs advanced by the County for such insurance.

8.21.4 Notification of Incidents, Claims or Suits: Contractor shall report to the County:

- Any accident or incident relating to services performed under this Contract which involves injury or property damage which may result in the filing of a claim or lawsuit against the Contractor and/or the County. Such report shall be made in writing within 24 hours of occurrence.
- Any third party claim or lawsuit filed against the Contractor arising from or related to services performed by the Contractor under this Contract.
- Any injury to a Contractor employee that occurs on County property. This report shall be submitted on a County "Non-employee Injury Report" to the County Contract Director.
- Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies or securities entrusted to the Contractor under the terms of this Contract.

8.21.5 **Compensation for County Costs:** In the event that the Contractor fails to comply with any of the indemnification or insurance requirements of this Contract, and such failure to comply results in any costs to the County, the Contractor shall pay full compensation for all costs incurred by the County.

8.22 INSURANCE COVERAGE REQUIREMENTS

8.22.1 **General Liability** insurance (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

8.22.2 **Automobile Liability** written on ISO policy form CA 00 01 or its equivalent with a limit of liability of not less than \$1 million for each accident. Such insurance shall include coverage for all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto".

8.22.3 **Workers' Compensation and Employers' Liability** insurance providing workers' compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which the Contractor is responsible. If the Contractor's employees will be engaged in maritime employment, coverage shall provide workers' compensation benefits as required by the U.S. Longshore and Harbor Workers' Compensation Act, Jones Act or any other federal law for which the Contractor is responsible. In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

Each Accident:	\$1 million
Disease - policy limit:	\$1 million
Disease - each employee:	\$1 million

8.22.4 **Professional Liability** Insurance covering liability arising from any error, omission, negligent or wrongful act of the Contractor, its officers or employees with limits of not less than \$1 million per occurrence and \$3 million aggregate. The coverage also shall provide an extended two year reporting period commencing upon termination or cancellation of this Agreement.

8.23 INDEMNIFICATION

Contractor shall indemnify, defend and hold harmless County, and its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with Contractor's acts and/or omissions arising from and/or relating to this Agreement.

8.24 INDEPENDENT CONTRACTOR STATUS

8.24.1 This Contract is by and between the County and the Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

8.24.2 The Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.

8.24.3 The Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the Contractor and not employees of the County. The Contractor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Contractor pursuant to this Contract.

8.24.4 As indicated in Sub-paragraph 7.5.1 - Confidentiality, the Contractor shall cause each employee performing services covered by this Contract to sign and adhere to the "*Contractor Employee Acknowledgment, Confidentiality, and Copyright Assignment Contract*", *Exhibit B*.

8.25 NONDISCRIMINATION AND AFFIRMATIVE ACTION

8.25.1 The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated

equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

- 8.25.2 The Contractor shall certify to, and comply with, the provisions of *Exhibit C - Contractor's EEO Certification*.
- 8.25.3 The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 8.25.4 The Contractor certifies and agrees that it will deal with its bidders and vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, or physical or mental disability, marital status, or political affiliation.
- 8.25.5 The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.
- 8.25.6 The Contractor shall allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this Sub-paragraph 8.25 when so requested by the County.
- 8.25.7 If the County finds that any provisions of this Sub-paragraph 8.25 have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine

independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Contract and shall constitute a material breach of this Contract.

8.25.8 The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Contract, the County shall, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

8.26 NON EXCLUSIVITY

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with Contractor. This Contract shall not restrict County from acquiring similar, equal or like goods and/or services from other entities or sources.

8.27 NOTICE OF DELAYS

Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within one (1) day, give notice thereof, including all relevant information with respect thereto, to the other party.

8.28 NOTICE OF DISPUTES

The Contractor shall bring to the attention of the County Project Manager and/or County Project Director any dispute between the County and the Contractor regarding the performance of services as stated in this Contract.

8.29 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

The Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in *Exhibit G* of this Contract and is also available on the Internet at www.babysafela.org for printing purposes.

8.30 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

The Contractor shall notify its employees that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

8.31 NOTICES

All notices or demands required or permitted to be given or made under this Contract shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in *Exhibits D, County's Administration and E, Contractor's Administration*. Addresses may be changed by either party giving ten (10) days' prior written notice to the other party. County's Contract Director shall have the authority to issue all notices or demands required or permitted by the County under this Contract.

8.32 PROHIBITION AGAINST INDUCEMENT OR PERSUASION

Notwithstanding the above, the Contractor and the County agree that, during the term of this Contract and for a period of one year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement. Notwithstanding the foregoing, County shall be entitled to make offers of employment to employees of Contractor necessary or desirable to perform work described in this Agreement, in the event that: (1) County has the right to terminate this Agreement pursuant to Section 8.42 (Termination for Insolvency), or (2) this Agreement is terminated by County due to Contractor's default pursuant to Section 8.40 (Termination for Default).

8.33 PUBLIC RECORDS ACT

8.33.1 Any documents submitted by Contractor; all information obtained in connection with the County's right to audit and inspect Contractor's documents, books, and accounting records pursuant to Sub-paragraph 8.33 - Record Retention and Inspection/Audit Settlement of this Contract become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked

"trade secret", "confidential", or "proprietary". The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

8.33.2 In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, the Contractor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

8.34 PUBLICITY

8.34.1 The Contractor shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Contractor's need to identify its services and related clients to sustain itself, the County shall not inhibit the Contractor from publishing its role under this Contract within the following conditions:

- The Contractor shall develop all publicity material in a professional manner; and
- During the term of this Contract, the Contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County's Project Director. The County shall not unreasonably withhold written consent.

8.35 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract. The Contractor agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or records relating to this Contract. All such material, including, but not limited to, all financial records, timecards and other employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the

term of this Contract and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

8.35.1 In the event that an audit of the Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. The County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

8.35.2 Failure on the part of the Contractor to comply with any of the provisions of this Sub-paragraph 8.35 shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.

8.36 RECYCLED BOND PAPER

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible on this Contract.

8.37 SUBCONTRACTING

The requirements of this Contract shall not be subcontracted by the Contractor. Any attempt by the Contractor to subcontract may be deemed a material breach of this Contract

8.38 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN CHILD SUPPORT COMPLIANCE

Failure of the Contractor to maintain compliance with the requirements set forth in Sub-paragraph 8.14 - Contractor's Warranty of Adherence to County's Child Support Compliance Program, shall constitute a default by the Contractor under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure to cure such default within 90 days of notice by the Los Angeles County Child Support Services Department shall

be grounds upon which the Board of Supervisors may terminate this Contract pursuant to Sub-paragraph 8.40 - Termination for Default.

8.39 TERMINATION FOR CONVENIENCE

8.39.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

8.39.2 After receipt of a notice of termination and except as otherwise directed by the County, the Contractor shall:

- Stop work under this Contract on the date and to the extent specified in such notice, and
- Complete performance of such part of the work as shall not have been terminated by such notice.

8.40 TERMINATION FOR DEFAULT

8.40.1 The County may, by written notice to the Contractor, terminate the whole or any part of this Contract, if, in the judgment of County's Project Director:

- Contractor has materially breached this Contract;
- Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or
- Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

8.40.2 In the event that the County terminates this Contract in whole or in part as provided in Sub-paragraph 8.40.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Contractor shall

be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this sub-paragraph.

8.40.3 The Contractor shall not be liable for any such excess costs of the type identified in Sub-paragraph 8.40.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor

8.40.4 If, after the County has given notice of termination under the provisions of this Sub-paragraph 8.40, it is determined by the County that the Contractor was not in default under the provisions of this Sub-paragraph 8.40, or that the default was excusable under the provisions of Sub-paragraph 8.40.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Sub-paragraph 8.39 - Termination for Convenience.

8.40.5 The rights and remedies of the County provided in this Sub-paragraph 8.40 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.41 TERMINATION FOR IMPROPER CONSIDERATION

8.41.1 The County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment, or extension of this Contract or the making of any determinations with respect to the Contractor's performance pursuant to this Contract. In the event of such termination, the County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of

default by the Contractor.

8.41.2 The Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.

8.41.3 Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

8.42 TERMINATION FOR INSOLVENCY

8.42.1 The County may terminate this Contract forthwith in the event of the occurrence of any of the following:

- Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;
- The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;
- The appointment of a Receiver or Trustee for the Contractor; or
- The execution by the Contractor of a general assignment for the benefit of creditors.

8.42.2 The rights and remedies of the County provided in this Sub-paragraph 8.42 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.43 TERMINATION FOR NON-ADHERENCE TO COUNTY LOBBYIST ORDINANCE

The Contractor, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Contractor, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the Contractor or any County Lobbyist or County Lobbying firm retained by the Contractor to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Contract, upon which the County may in its sole discretion, immediately terminate or suspend this Contract.

8.44 WAIVER

No waiver by the County of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this Subparagraph 8.44 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.45 WARRANTY AGAINST CONTINGENT FEES

8.45.1 The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any Contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

8.45.2 For breach of this warranty, the County shall have the right to terminate this Contract and, at its sole discretion, and otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

IN WITNESS WHEREOF, Contractor has executed this Contract, or caused it to be duly executed and the County of Los Angeles, by order of its Board of Supervisors has caused this Contract to be executed on its behalf by the Chair of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, the day and year first above written.

CONTRACTOR: Hinderliter, de Llamas & Associates

BY:  Date: 11/19/04
Lloyd de Llamas, President

BY:  Date: 11/19/04
Francis Delach, Chief Administrative Officer

APPROVED AS TO FORM:

BY:  Date: 11/19/04
Lloyd de Llamas, President

COUNTY OF LOS ANGELES

By _____
(Mayor/Chairman), Board of Supervisors

ATTEST:

VIOLET VARONA-LUKENS
Executive Officer-Clerk of the Board of
Supervisors of the County of Los Angeles

By _____

APPROVED AS TO FORM
BY COUNTY COUNSEL:

RAYMOND G. FORTNER

By 
Thomas M. Tyrrell, Principal Deputy

Exhibit A

STATEMENT OF WORK

STATEMENT OF WORK

COUNTY OF LOS ANGELES

CONTRACT FOR SALES AND USE TAX DATA ANALYSIS SERVICES

1.0 GENERAL REQUIREMENTS

1.1 County's Contract Director

The County's Contract Director for this program will be the Chief Administrative Officer (CAO) or his designee(s). The Contract Director shall provide overall management and coordination of the contract. Except as otherwise provided in this agreement, all work performed by contractor under this agreement shall be subject to approval by the County's Contract Director, who shall be responsible for ongoing evaluation of the contractor's performance and have full authority to direct the contractor in areas relating to policy, procedural requirements, and other matters within the purview of this contract. The Contract Director may designate a Contract Manager to be responsible for the day to day administration of this Contract.

1.2 Contractor's Contract Manager

The Contractor is required to provide a Contract Manager to manage the program and to act as a liaison for the Contractor. The Contractor shall inform the CAO in writing: the name, address, and telephone number of the individual designated as the Contract Manager at the time the contract is executed. Any subsequent changes in the designee as identified should also be transmitted in writing to the County Contract Manager within five (5) business days after such a change. Replacement of the Contract Manager or alternate shall be subject to the written approval of the County Contract Manager.

1.2.1 Contract Manager shall have overall responsibility for the performance of contractor's activities under this contract and shall be authorized to act for and bind the contractor in all matters relating to the administrative aspects of this contract, including amendments. The Contract Manager should have at a minimum, five (5) years of sales and use tax data analysis services experience and three (3) years experience working with the State Board of Equalization.

1.2.2 The Contract Manager and/or alternate shall be available during normal work hours, 8:00 a.m. to 5:00 p.m., Monday through Friday, for telephone contact and meetings.

1.3 Contractor's Support Staff

All personnel assigned by the Contractor to perform sales and use tax data analysis services under this contract shall at all times be employees of the Contractor. However, any employee of the contractor assigned to this program who, in the opinion of the County is unsatisfactory, shall be removed from servicing the County's contract immediately upon request of the County Contract Director.

1.4 Confidentiality

The Contractor must ensure that the information obtained during the provision of sales and use tax data analysis services shall at all times remain confidential. All employees of the Contractor providing services hereunder must sign and adhere to the "Employee Acknowledgment and Confidentiality Agreement." Refer to Exhibit B of the *Sample Contract*. The Contractor shall not authorize any person(s) other than Contractor's employees access to the County's State Board of Equalization sales and use tax data.

1.5 Use of Official County Seal

The Contractor shall not use or display the Official Seal of the County for any reason.

2.0 SALES AND USE TAX DATA ANALYSIS

2.1 The Contractor shall perform the following services:

The Contractor will use its data bases to generate quarterly, and upon request special, economic sales and use tax reports of the County for purposes of analyzing regional geographic areas (e.g., cities, communities, redevelopment and commercial areas, etc.) within the County compared to similar areas in other counties. Each report will:

- A. Provide forecast information on regional groupings and then use countywide data to pinpoint trends for specific types of business activity within the various individual jurisdictions sales and use tax base.
- B. Utilize per capita and per account comparisons to identify areas where business types may be over saturated with certain business types and identify opportunities where retail voids may exist.
- C. Provide performance comparisons on projects (e.g. commercial, retail, redevelopment, etc.) as they relate to similar projects located in the Southern California area.
- D. Identify merging industrial trends for the total County area.
- E. Anticipate economic shifts that impact budget projections and utilizing the State Board of Equalization data forecast revenue trends six (6) months in advance of the actual occurrence.

2.2 In addition, Contractor will provide on a quarterly basis an analysis of county trends in context with trends for the Southern California Association of Governments (SCAG) including Los Angeles County, Orange County, San Bernardino/Riverside Counties and the San Diego region; and upon request by the COUNTY any other reports pertinent to the subject matter.

- 2.3 All reports at a minimum, will be formatted to include the entire County and the unincorporated areas.
- 2.4. With the County receiving sales tax revenues from pool allocations and with less use tax being directed to the pools due to changes in State regulations and legislation, the Contractor will provide on a quarterly basis specialized sales and use tax reports addressing this trend and the impact on the region.
- 2.5 Contractor agrees the County's sales and use tax data obtained from the State Board of Equalization will not be used for auditing purposes or any other activities beyond those requested above by the County.

3.0 QUALITY CONTROL

3.1 Performance Evaluation Meetings

The contractor and the County's Contract Manager may request quarterly performance evaluation meetings. The purpose of such meetings shall be to review the contractor's performance and the County's monitoring function and to discuss methods and plans to maintain or improve effectiveness of services provided to the County under this contract.

3.2 Reported Deficiencies

When deficiencies in performance standards are noted by the County, a Program Deficiency Report shall be issued to the contractor. The contractor shall respond in writing to the County's Contract Director within five (5) business days. Contractor shall present any contrary evidence or acknowledge the reported deficiencies, and present a program for their immediate correction.

The County's Contract Director shall evaluate the contractor's explanation and determine what further action, if any, should be taken. Failure on the part of the contractor to perform at any acceptable level shall constitute grounds for termination of contract.

**CONTRACT FOR
SALES AND USE TAX DATA ANALYSIS SERVICES**

**CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT, CONFIDENTIALITY,
AND COPYRIGHT ASSIGNMENT AGREEMENT**

*(any reference to Copyright Assignment would apply to
Information Technology Contracts only)*

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

Hinderliter, de Llamas & Associates
CONTRACTOR NAME

Contract No. _____

Employee Name Francis M. Delach

GENERAL INFORMATION:

Your employer referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Employee Acknowledgement, Confidentiality, and Copyright Assignment Agreement.

EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above is my sole employer for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon my employer for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by my employer for the County. I have read this agreement and have taken due time to consider it prior to signing.

Initials of Signer FD

Contractor Name Hinderliter, de Llamas & Associates Contract No. _____

Employee Name Francis M. Delach

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between my employer and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to my immediate supervisor.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than my employer or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me during this employment, I shall keep such information confidential.

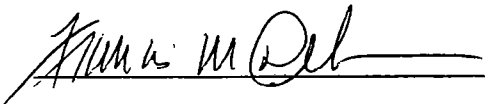
I agree to report to my immediate supervisor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to my immediate supervisor upon completion of this contract or termination of my employment with my employer, whichever occurs first.

COPYRIGHT ASSIGNMENT AGREEMENT

I agree that all materials, documents, software programs and documentation, written designs, plans, diagrams, reports, software development tools and aids, diagnostic aids, computer processable media, source codes, object codes, conversion aids, training documentation and aids, and other information and/or tools of all types, developed or acquired by me in whole or in part pursuant to the above referenced contract, and all works based thereon, incorporated therein, or derived there from shall be the sole property of the County. In this connection, I hereby assign and transfer to the County in perpetuity for all purposes all my right, title, and interest in and to all such items, including, but not limited to, all unrestricted and exclusive copyrights, patent rights, trade secret rights, and all renewals and extensions thereof. Whenever requested by the County, I agree to promptly execute and deliver to County all papers, instruments, and other documents requested by the County, and to promptly perform all other acts requested by the County to carry out the terms of this agreement, including, but not limited to, executing an assignment and transfer of copyright in a form substantially similar to Exhibit H1, attached hereto and incorporated herein by reference.

The County shall have the right to register all copyrights in the name of the County of Los Angeles and shall have the right to assign, license, or otherwise transfer any and all of the County's right, title, and interest, including, but not limited to, copyrights, in and to the items described above.

I acknowledge that violation of this agreement may subject me to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE: 

DATE: 11/19/04

PRINTED NAME: Francis M. Delach

POSITION: Chief Administrative Officer

CONTRACTOR'S EEO CERTIFICATION

Hinderliter, de Llamas & Associates

Company Name

1340 Valley Vista Drive, Diamond Bar, California 91765

Address

33-0008507

Internal Revenue Service Employer identification Number**GENERAL**

In accordance with provisions of the County Code of the County of Los Angeles, the Contractor, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

CERTIFICATION	YES	NO
1. Contractor has written policy statement prohibiting discrimination in all phases of employment.	(✓)	()
2. Contractor periodically conducts a self-analysis or utilization analysis of its work force.	(✓)	()
3. Contractor has a system for determining if its employment practices are discriminatory against protected groups.	(✓)	()
4. When areas are identified in employment practices, Contractor has a system for taking reasonable corrective action to include establishment of goal and/or timetables.	(✓)	()



Signature

November 19, 2004

Date

Lloyd de Llamas, President

Name and Title of Signer (please print)

COUNTY'S ADMINISTRATION

CONTRACT NO. _____

COUNTY CONTRACT DIRECTOR:

Name: David E. Janssen

Title: Chief Administrative Officer

Address: 500 West Temple Street, Room 713
Los Angeles, CA 90012

Telephone: (213) 974-1101

Facsimile: (213) 687-7130

E-Mail Address: djanssen@cao.co.la.ca.us

COUNTY CONTRACT MANAGER:

Name: Anthony Baker

Title: Analyst

Address: 500 West Temple Street, Room 750
Los Angeles, CA 90012

Telephone: (213) 974-6874

Facsimile: (213) 620-1381

E-Mail Address: abaker@cao.co.la.ca.us

COUNTY CONTRACT MONITOR:

Name: Same as Contract Manager

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

CONTRACTOR'S ADMINISTRATION

Hinderliter, de Llamas & Associates

CONTRACTOR'S NAME

CONTRACT NO. _____

CONTRACTOR'S CONTRACT MANAGER:

Name: Fran Delach
Title: Chief Administrative Officer
Address: 1340 Valley Vista Drive
Diamond Bar, California 91765
Telephone: (909) 861 - 4335, ext.304
Facsimile: 909) 861 - 7726
E-Mail Address: fdelach@hdlcompanies.com

CONTRACTOR'S AUTHORIZED OFFICIAL(S)

Name: Lloyd de Llamas
Title: President
Address: 1340 Valley Vista Drive
Diamond Bar, California 91765
Telephone: (909) 861 - 4335, ext. 305
Facsimile: 909) 861 - 7726
E-Mail Address: ldellamas@hdlcompanies.com

Name: Fran Delach
Title: Chief Administrative Officer
Address: 1340 Valley Vista Drive
Diamond Bar, California 91765
Telephone: (909) 861 - 4335, ext.304
Facsimile: 909) 861 - 7726
E-Mail Address: fdelach@hdlcompanies.com

Notices to Contractor shall be sent to the following address:

Address: 1340 Valley Vista Drive
Diamond Bar, California 91765

JURY SERVICE PROGRAM

EXHIBIT F

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.010 Findings.

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies.

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
 - B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.
 - C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:
 - 1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
 - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or
 - 3. A purchase made through a state or federal contract; or
 - 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-3700 or a successor provision; or
 - 5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, section 4.4.0 or a successor provision; or
 - 6. A purchase card pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-2810 or a successor provision; or
-

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section A-0300 or a successor provision; or
 8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section PP-1100 or a successor provision.
- D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if the lesser number is a recognized industry standard as determined by the chief administrative officer or the contractor has a long-standing practice that defines a full-time schedule as less than 40 hours per week.

2.203.030 Applicability.

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable.

2.203.040 Contractor Jury Service Policy.

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service.

2.203.050 Other Provisions.

- A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.
- B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract.

2.203.060 Enforcement and Remedies.

For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

1. Recommend to the board of supervisors the termination of the contract; and/or,
 1. Pursuant to chapter 2.202, seek the debarment of the contractor.
-

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.070. Exceptions.

- A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.
- B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:
 - 1. Has ten or fewer employees during the contract period; and,
 - 2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
 - 3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

"Dominant in its field of operation" means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

2.203.090. Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect.

EXHIBIT G

SAFELY SURRENDERED BABY LAW

No shame.

No blame.

No names.

Newborns can be safely given up
at any Los Angeles County
hospital emergency room or fire station.



In Los Angeles County

1-877-BABY SAFE

1-877-222-9723

www.babysafela.org



State of California
Gray Davis, Governor

Health and Human Services Agency
Grandland Johnson, Secretary

Department of Social Services
Rita Saenz, Director



Los Angeles County Board of Supervisors

Glenn Molina, Supervisor, First District

Yvonne Braithwaite Burke, Supervisor, Second District

Zey Aronovskiy, Supervisor, Third District

Don Knabe, Supervisor, Fourth District

Michael D. Antonovich, Supervisor, Fifth District

This initiative is also supported by First 5 LA and INEO LINE of Los Angeles.

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents to give up their baby confidentially. As long as the baby has not been abused or neglected, parents may give up their newborn without fear of arrest or prosecution.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially and safely give up a baby within three days of birth. The baby must be handed to an employee at a Los Angeles County emergency room or fire station. As long as the child shows no signs of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, workers will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their newborns within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

In most cases, a parent will bring in the baby. The law allows other people to bring in the baby if they have legal custody.

Does the parent have to call before bringing in the baby?

No. A parent can bring in a baby anytime, 24 hours a day, 7 days a week so long as the parent gives the baby to someone who works at the hospital or fire station.

Does a parent have to tell anything to the people taking the baby?

No. However, hospital personnel will ask the parent to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the child. Although encouraged, filling out the questionnaire is not required.

What happens to the baby?

The baby will be examined and given medical treatment, if needed. Then the baby will be placed in a pre-adoptive home.

What happens to the parent?

Once the parent(s) has safely turned over the baby, they are free to go.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned by their parents and potentially being hurt or killed. You may have heard tragic stories of babies left in dumpsters or public bathrooms. The parents who committed these acts may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had nowhere to turn for help, they abandoned their infants. Abandoning a baby puts the child in extreme danger. It is also illegal. Too often, it results in the baby's death. Because of the Safely Surrendered Baby Law, this tragedy doesn't ever have to happen in California again.

A baby's story

At 8:30 a.m. on Thursday, July 25, 2002, a healthy newborn baby was brought to St. Bernardine Medical Center in San Bernardino under the provisions of the California Safely Surrendered Baby Law. As the law states, the baby's mother did not have to identify herself. When the baby was brought to the emergency room, he was examined by a pediatrician, who determined that the baby was healthy and doing fine. He was placed with a loving family while the adoption process was started.

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a newborn, let her know there are other options.

It is best that women seek help to receive proper medical care and counseling while they are pregnant. But at the same time, we want to assure parents who choose not to keep their baby that they will not go to jail if they deliver their babies to safe hands in any Los Angeles County hospital ER or fire station.

Sin pena. Sin culpa. Sin peligro.

**Los recién nacidos pueden ser entregados
en forma segura en la sala de emergencia de
cualquier hospital o en un cuartel de bomberos
del Condado de Los Angeles.**



En el Condado de Los Angeles

1-877-BABY SAFE

1-877-222-9723

www.babysafeja.org



Estado de California
Gray Davis, Gobernador

Agencia de Salud y Servicios Humanos
(Health and Human Services Agency)
Glennland Johnson, Secretario

Departamento de Servicios Sociales
(Department of Social Services)
Liz Saenz, Directora



Consejo de Supervisores del Condado de Los Angeles

Glenn Molina, Supervisor, Primer Distrito
Wonne Brathwaite Burke, Supervisora, Segundo Distrito
Zev Yaroslavsky, Supervisor, Tercer Distrito
Don Knabe, Supervisor, Cuarto Distrito
Michael D. Antonovich, Supervisor, Quinto Distrito

Esta iniciativa también está apoyada por First 5 LA y INFO LINE de Los Angeles.

¿Qué es la Ley de Entrega de Bebés Sin Peligro?

La Ley de Entrega de Bebés Sin Peligro de California permite a los padres entregar a su recién nacido confidencialmente. Siempre que el bebé no haya sufrido abuso ni negligencia, padres pueden entregar a su recién nacido sin temor a ser arrestados o procesados.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura, dentro de los tres días del nacimiento. El bebé debe ser entregado a un empleado de una sala de emergencias o de un cuartel de bomberos del Condado de Los Angeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazalete y el padre/madre recibirá un brazalete igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden empezar el proceso de redamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Angeles, al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

En la mayoría de los casos, los padres son los que llevan al bebé. La ley permite que otras personas lleven al bebé si tienen la custodia legal del menor.

¿Los padres deben llamar antes de llevar al bebé?

No. El padre/madre puede llevar a su bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, mientras que entregue a su bebé a un empleado del hospital o de un cuartel de bomberos.

¿Es necesario que el padre/madre diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital le pedirá que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para los cuidados que recibirá el bebé. Es recomendado llenar este cuestionario, pero no es obligatorio hacerlo.

¿Qué ocurrirá con el bebé?

El bebé será examinado y, de ser necesario, recibirá tratamiento médico. Luego el bebé se entregará a un hogar preadoptivo.

¿Qué pasará con el padre/madre?

Una vez que los padres hayan entregado a su bebé en forma segura, serán libres de irse.

¿Por qué California hace esto?

La finalidad de la Ley de Entrega de Bebés Sin Peligro es proteger a los bebés del abandono por parte de sus padres y de la posibilidad de que mueran o sufran daños. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Es posible que los padres que cometieron estos actos hayan estado atravesando dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus recién nacidos porque tenían miedo y no tenían adonde recurrir para obtener ayuda. El abandono de un recién nacido lo pone en una situación de peligro extremo. Además es ilegal. Muy a menudo el abandono provoca la muerte del bebé. Ahora, gracias a la Ley de Entrega de Bebés Sin Peligro, esta tragedia ya no debe suceder nunca más en California.

Historia de un bebé

A las 8:30 a.m. del jueves 25 de julio de 2002, se entregó un bebé recién nacido saludable en el St. Bernardine Medical Center en San Bernardino, en virtud de las disposiciones de la Ley de Entrega de Bebés Sin Peligro. Como lo establece la ley, la madre del bebé no se tuvo que identificar. Cuando el bebé llegó a la sala de emergencias, un pediatra lo revisó y determinó que el bebé estaba saludable y no tenía problemas. El bebé fue ubicado con una buena familia, mientras se iniciaban los trámites de adopción.

**Cada recién nacido merece una
oportunidad de tener una vida saludable.
Si alguien que usted conoce está pensando
en abandonar a un recién nacido, infórmele
qué otras opciones tiene.**

Es mejor que las mujeres busquen ayuda para recibir atención médica y asesoramiento adecuado durante el embarazo. Pero al mismo tiempo, queremos asegurarnos a los padres que optan por no quedarse con su bebé que no irán a la cárcel si dejan a sus bebés en buenas manos en cualquier sala de emergencia de un hospital o en un cuartel de bomberos del Condado de Los Angeles.